

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
EDUARDO MORALES MARIANO,

Plaintiff,

- against -

R.A. COHEN & ASSOCIATES, INC.

Defendant.
-----X

USDC SDNY
DOCUMENT
ELECTRONICALLY FILED
DOC #: _____
DATE FILED: 5/22/2023

23-CV-6628 (RWL)

**ORDER
APPROVING SETTLEMENT
AND DISMISSING CASE**

ROBERT W. LEHRBURGER, United States Magistrate Judge.

This case is an action for damages under the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.* ("FLSA") and the New York Labor Law. Before the Court is the parties' joint letter request that the Court approve their settlement agreement, a fully executed copy of which was submitted on May 16, 2024. A federal court is obligated to determine whether settlement of an FLSA case under the court's consideration is fair and reasonable and the subject of an arm's length negotiation, not an employer's overreaching. See *Cheeks v. Freeport Pancake House*, 796 F.3d 199 (2d Cir. 2015).

The Court has carefully reviewed the Settlement Agreement as well as the parties' letter. The Court has taken into account, without limitation, prior proceedings in this action; the attendant risks, burdens, and costs associated with continuing the action; the range of possible recovery; whether the Settlement Agreement is the product of arm's length bargaining between experienced counsel or parties; the amount of attorney's fees; and the possibility of fraud or collusion. Among other attributes of the Settlement Agreement, there are no confidentiality restrictions; no non-disparagement provisions; the release is appropriately tailored; and the attorneys' fees are within a fair, reasonable, and

acceptable range. Considering all the circumstances, the Court finds that the Settlement Agreement is fair and reasonable and hereby approved.

The Court notes that Paragraph 3(g) errantly refers to consent before Magistrate Judge Aaron, whereas the consent filed by the parties and approved by the Court is for resolution of the remainder of the case by a magistrate judge generally, not a specific magistrate judge. (Dkt. 22.) The error therefore is non-material and has no effect on the validity or enforceability of the agreement.

This case, having resolved by settlement, is hereby dismissed and discontinued in its entirety, with prejudice, without costs or fees to any party, except as provided for in the parties' settlement agreement. The Clerk of Court is respectfully requested to terminate all motions and deadlines, and close this case.

SO ORDERED.

A handwritten signature in black ink, appearing to read 'R. Lehrburger', is written over a horizontal line.

ROBERT W. LEHRBURGER
UNITED STATES MAGISTRATE JUDGE

Dated: May 22, 2024
New York, New York

Copies transmitted to all counsel of record.